

1 Tony H. Ashtiani
2 P.O.Box 12723
3 Tamuning Guam 96931
671-688-4844
671-653-5575

4 UNITED STATES DISTRICT COURT
5 DISTRICT COURT OF GUAM

7 Tony H. Ashtiani,

8 Plaintiff,

9 Vs.

10 Continental Micronesia Inc,

11 DbA, Continental Micronesia,

12 Continental Airlines,

13 Defendant.
14
15

) Civil Case No.: 02-00032

) MEMORANDUM OF POINTS AND
) AUTHORITIES IN SUPPORT OF
) MOTION FOR PARTIAL SUMMARY
) JUDGMENT.

) (FED R. CIV. P. 56)
) ((FED R. CIV. P. 56 (a), (d))

) 42 U.S.C.
)
)
)

16
17 Summary Judgment as part of a Modern System of Federal
18 Litigation Management.

19 I. RELIEF SOUGHT

20
21 Plaintiff Tony H. Ashtiani pro se litigant and
22 undersigned moves the Court for an Order, pursuant to Fed R. Civ
23 P. 56(a), (c), (d), (e) for Partial Summary Judgment against
24 defendant Continental Micronesia Inc., and its' parent company
25 Continental Airlines. Plaintiff humbly prays that this Court

ORIGINAL

CV 02-00032 1 OF 17

1 render a judgment for the plaintiff for liability set forth in
2 plaintiff's [Second Amended] complaint filed on May 15 ,2003.
3

4 In support of his motion, plaintiff presenting Defendants'
5 produced documents, exhibits, other documents, and accompanying
6 memorandum of law all filed contemporaneously herewith
7 demonstrate that with respect to the issue there is no genuine
8 issue of material fact and plaintiff is entitled to judgment as
9 matter of law.
10

11
12 **II. SUMMARY JUDGEMNT IS PROPER WHEN MOVING PARTY MEET TWO**
13 **PRONGED TEST.**

14 Summary Judgment is proper only if and when the summary
15 judgment record provided established both

- 16 • There is no "genuine issue" as to any "material fact", and
17 • The moving party is entitled to judgment as matter of law.
18

19 **III. STANDARD FOR GRANTING SUMMARY JUDGMENT.**
20

21 Pursuant to FRCP 56, It is well settled that if there are
22 no material questions of fact existing in a legal matter, the
23 court may make a determination of the issues and enter judgment
24 in favor of the moving party. Celotex corp. V. Catrett, 477 U.S.
25 317, 106 S. Ct. 2548 (1986);

1 TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

2 Title VII of the Civil Rights Act of 1964 (Pub.
3 L. 88-352) (Title VII), as amended, in volume
4 42 of the United States Code, section 2000e.
5 Title VII prohibits employment discrimination
6 based on race, color, religion, sex and
7 national origin. The Civil Rights Act of 1991
(Pub. L. 102-166) (CRA) amends several sections
of Title VII. section 102 of the CRA and (42
U.S.C. 1981), to provide for the recovery of
compensatory and punitive damages in cases of
intentional violations of Title VII.

8 UNLAWFUL EMPLOYMENT PRACTICES

9 SEC. 2000e-2. [Section 703]

10 It shall be an unlawful employment practice for
11 an employer to discharge any individual, or
12 otherwise to discriminate against any
13 individual with respect to his compensation,
14 terms, conditions, or privileges of employment,
15 because of such individual's race, color,
16 religion, sex, or national origin; or to limit,
17 segregate, or classify his employees or
18 applicants for employment in any way which
19 would deprive or tend to deprive any individual
20 of employment opportunities or otherwise
21 adversely affect his status as an employee,
22 because of such individual's race, color,
23 religion,sex, or national origin.

24 TITLE 42 USC & 1981 PROVIDES:

25 All persons . . . shall have the same
right in every state and territory to make and
enforce contracts, to sue, be parties, give
evidence, and to full and equal benefit of law
and proceeding for the security of persons and
property as is enjoyed by white citizens, and
shall be subject to like punishment, pains,
penalties, taxes, licenses , and exactions of
every kind, and to no other.

The act covers whites as well as nonwhites from
discrimination. McDonald v. Santa Fe Trail trans. Co.
540 F2d 219

Discharge cases always fit into the contract provisions.

1 **IV. STATEMENT OF ISSUES PRESENTED.**

2 1) Whether Ashtiani attended his ailing mother, as children
3 become parents and parents become children in the aging process
4 of life cycle on this earth so, I lovingly embrace my
5 responsibility in caring for my elderly mother in her time of
6 decline.

7
8 2) Whether CMI Approved or Disapproved Ashtiani's FMLA While
9 his son (Matthew) 3 ½ year old son was ill.

10
11 3) Whether CMI comprehends that among all its 1300 employees
12 it is expected that any of its' employees age 40 to either have
13 old parent or a child that will be needing care, intend of
14 congress balance of family needs and work FMLA of 1993.

15
16 4) Whether Ashtiani was a "public policy enforcer" and was
17 retaliated by Mr. McKinzie HR. Director.

18 5) Whether, defendant Mr. McKinzie (HR. director)
19 administrated "flight or fight response" on Mr. Mahdi and later
20 on Ashtiani.

21
22 **V. UNDISPUTED MATERIAL FACTS**

23 6) By the "End of the day" on July 03, 2001 defendant CMI
24 executed letter stating two defenses as specific reasons for
25 cause of termination. **EXHIBIT A.**

1 **Defense I.** No call/ No show On Jun 23, 24 2001.

2
3 **Defense II.** Refusal to meet to discuss the situation on Monday
4 July 02, 2001.

5 Also see paragraph, 21,22,23 and 24 for alleged unauthorized
6 absence.

7
8 **Now comes;** Plaintiff striking both defenses as pretext.

9
10 **A. STRICKING DEFENSE I.**

11 7) Mr. Joe Pangelinans' Declaration and statement. Exhibit B.

12 8) Mr. Joe Pangelinans' Declaration and statement. Exhibit C.

13
14 Noted, that Mr. Joe pangelinan states that "I had informed
15 Mr.Mendoza that duty supv. on duty that Tony Ashtiani would not
16 be in on Jun 23, 24 2001 at approx 1300, shift starts at 1330".

17 9) Mr. Mendoza On June 23, 2001 at 16:38 (Approx 3 and 1/2
18 Hours after he was informed by Mr. Pangelinan sends a e-mail
19 "TONY DID NOT SHOW UP FOR ANY OF HIS DAYS". Defendant's
20 production document (000931) **EXHIBIT D.**

21
22 10) Mr. Ron Roberts statement 'I was told by one supervisor
23 Bill Herrera " if Glenn would of told me Tony called in all this
24 would not be happening."' **EXHIBIT E.**

1 **B. STRIKING DEFENSE II.**

2 11) Plaintiff was informed to attend a meeting at 1600 on
3 July 02, 2001.

4 12) Attorney Mark Williams Esq,. asks what is the meeting
5 about and defendant deprived plaintiff rights to procedural due
6 process and rights to representation Declaration of Mark
7 Williams **.EXHIBIT F.** (please note that this happened at 10:30
8 a.m.)
9

10 13) Accordingly, Ashtiani was left with limited procedural
11 mechanism, thus, plaintiff requested information about the
12 meeting and submitted a letter to human resources on July 02,
13 2001 at 11:05 a.m. Defendants' production of document (000928)

14 **EXHIBIT G.**
15

16 14) It was not until 11 minutes after the meeting at 16:11
17 that Ms. Teresa Sage response to my letter and states " I Have
18 received your letter". She states "you need to contact Zar as
19 soon as possible". Defendants Production of Document (000929)

20 **EXHIBIT H.**
21

22 15) plaintiff respectfully directs the attention of the Court
23 that, this meeting was nothing but a "staged theatre" as Mr. Zar
24 Atalig On June 28, 2001 (3 days prior to the meeting) had
25

1 requested plaintiff's final pay check Defendants' production of
2 documents (000225) EXHIBIT I .

3
4 16) It is not plaintiff that has produced these documents
5 Rather, it is the defendant through its own production of
6 documents that has produced documents to discredit and unworthy
7 of believe their own case. This single piece of document
8 (000225) critical pivoting point under FRCP rule (56), Genuine
9 issue of facts, upsetting indeed, indicates ill will, malice,
10 and recklessness with no regards to plaintiffs' rights to
11 adequate fair hearing to clear his name.

12
13 17) Defendants in their official capacity has violated
14 plaintiff's right protected by the Equal Protection and equal
15 application Clause of the Fifth and Fourteenth Amendment which
16 is emphasized below, 42 U.S.C. SEC 2000e-2 (703)(2)(D).
17 Consequently, plaintiff prays for partial summary judgment.

18
19 **UNLAWFUL EMPLOYMENT PRACTICES.**

20 **42 U.S.C. SEC 2000e-2 (703)(2)(D)**

21 Nothing in this Subsection shall be construed to authorize or
22 permit the denial to any person of the due process of law
requires by the constitution. **EXHIBIT J.**

23 The Supreme Court's statement in Aikens and Burdine is
24 clear: a plaintiff can prevail either by proving that
discrimination more likely motivated the decision or that the
25 employer's articulated reason is unworthy of belief. See,
e.g., Bruno v. W.B. Saunders Co., 882 F.2d 760, 766, 51
EPD Par. 39,244 (3d Cir. 1989)

1 simply disproving defendant's reason is enough, CBS,
2 Inc. v. Bruno, 493 U.S. 1062 (1990); MacDissi v. Valmont
3 Industries, 856 F.2d 1054, 1059, 47 EPD Par. 38,261 (8th
4 Cir. 1988) plaintiff need not also prove intentional
5 discrimination; such an approach "unjustifiably multiplies
6 the plaintiff's burden").

7
8 VI. THERE ARE NO GENUINE ISSUE OF MATERIAL FACT

9
10 A. CONTSTRUCTIVE TERMINATION

11
12 SIXTH CAUSE OF ACTION

13
14 18) Plaintiff had called work on Jun 23rd of 2001, prior to
15 the shift start. Defendants' maintenance supervisor acting in
16 official capacity of the defendant withheld and concealed the
17 information and regarded the plaintiff as two consecutive days
18 no-call/no-show.

19
20 19) Mr. Joe Pangelinan furthermore clarifies that the
21 supervisor was informed about my absences due to illness of my
22 son and that this information was passed down to him prior to
23 shift start. Mr. Ron Roberts statement Confirms that a wrongful
24 termination was at play and that Mr. Bill Herrera knew about the
25 information. Accordingly, CMI was well informed about my
wrongful discharge and made no attempt to prevent the
intentional infliction of emotional distress thus, allowed to
continue on as a result administrated more intolerable stress
and harm to a common man and his family.

1 A **constructive discharge** occurs when the employer
2 has given the employee the option to remain employed
3 by the company but has placed such intolerable,
4 difficult, or unpleasant conditions on the employee's
5 continued employment that a reasonable person in the
employee's circumstances would resign rather than
remain employed. Rulon- miller v international business
machines Corp.(1984)162 Cal. APP. 3d 241,208
Cal.Rptr.254

6 **B. WRONGFUL TERMINATION**

7 **SEVENTH CAUSE OF ACTION**

8 20) Plaintiff asserts that wrongful termination occurred due
9 to the fact supervisors in coordinated effort withheld
10 information from each other or they knew and did not tell the
11 truth acted in ill will, false motive, malice and willful
12 misconduct.

13 **LENGTH OF SERVICE**

14 In which the fact that an airline employee had worked
15 for the airline for 18 years was a factor to which **the**
16 **court pointed in holding that**, under the
17 circumstances of the case, the covenant of good faith
and fair dealing required the airline to have good cause
18 to terminate the employee. Clearly v. American
Airlines (1980) 111 Cal App 3d 443,168 Cal Rptr
722

19 **LACK OF GOOD FAITH DEALING DEFINED**

20 To find the defendant liable for breach of the covenant of
21 good faith and fair dealing, you do not have to find that
22 the employer intentionally acted in bad faith. Bad faith
23 implies dishonesty, fraud, and concealment. However,
24 lack of good faith and fair dealing may be found where an
25 employer acts unreasonably or without giving equal
consideration to the employee's rights and interest as it
gives to its own interest. The employer is liable for
breach of its duty to act in good faith and fairly if its
conduct showed either a lack of good faith or a lack of
fair dealing toward plaintiff. Gruenberg v Aetna Ins. Co.
(1973) 9 Cal.3d 566, 573-574,108 Cal.Rptr.480

1
2 **C. Negligent Supervisor**

3 **SECOND CAUSE OF ACTION**

4 21) Plaintiff assertion of negligent supervision arises from
5 many cover up-s and bad faith which occurred, between
6 supervisors, Defendant Continental knew, or reasonably should
7 have known, that Maintenance supervisors were engaging in the
8 unlawful behavior, After defendant discovered that Ashtiani had
9 called, Mr. Herrera without communicating or my consent signs
10 "for employee" and places reason for absences "No show" by
11 removing "NO CALL" part of it, as defendant is well aware if
12 specific reason is invalid in part thus, invalid as whole.

13
14 22) Noted that Defendant is making this change on October 30,
15 2001. (4 months after termination). Defendants' production of
16 document (000254) **EXHIBIT K.**

17
18 23) Plaintiff also prepared for this defense of defendants as
19 Plaintiff requested from his Co-worker to bring out similar
20 situation sick calls from the same classification as plaintiff
21 of different race and nationality in comparative worth capacity.

22
23 1). On April 03, 2002 Tony. R. Calls Roger. (non Supv).

24 2). On April 14 2002 Junior. M. Calls Victor. (non Supv).

25 3). On April 27, 2002 Marlon R. Calls Fabian. (non Supv).

JOINT EXHIBITS L.

24) These above employees did call non-supervisors and did not receive any authorization from supervisor prior to their absences of not coming to work, and Ashtiani among all the employees of CMI needs authorization from supervisor for his absences.

Plaintiff must demonstrate that the employer's stated reasons for its employment practices "were not its true reasons, but were a pretext for discrimination." Texas Department of community affairs v. Burdine, 450 U.S at 253,101 S.Ct at 1093.

D. Unlawful Discrimination Based upon Race and National Origin

THIRD CAUSE OF ACTION

25) At all times material hereto, federal statute civil rights act of 1964 as amended and USC-2000-e5. Which prohibited Defendant Continental, from discriminating against any employee on the basis of race, color or ancestry. Said laws required Defendant Continental to refrain from discriminating against Plaintiff on the basis that he was a minority among the majority group. Second Amended Complaint Id at paragraph (34).

(Prima facie case of racial discrimination established by showing that plaintiff was (1) A member of a protected class; (2) qualified for the position from which he or she was discharged; (3) discharged; and (4) that after plaintiff's discharge, "the position remained open and the employer continued to seek applicants from persons of complainant's *qualifications*"). See McDonnell Douglas v. Green, 411 U.S. 792, 801, 92 S.Ct.

1 26) Elements (1) and (3) is uncontested also see, Second
2 Amended Complaint id at paragraph (11). For element (2).

3 27) Plaintiff now needs to satisfy condition (4) of prima
4 facie case within the framework of McDonnell Douglas v. Green.
5 Mr. Vince Diaz's statement " 2 Employees were hired as A&P'S
6 after H. Ashtiani's termination." A&P's (Airframe & power plant)
7 Mechanic. EXHIBIT M.

8
9
10 McAlester alleged he suffered racial discrimination because
11 he received disparate treatment under United's disciplinary
12 procedures. McDonnell Douglas, 411 U.S. 792, 93 S.Ct.
13 1817, 36 L.Ed.2d 668, establishes the model of proof for an
14 individual disparate treatment case. A prima facie case of
15 discriminatory termination is made by showing (i) that
16 McAlester belongs to a racial minority; (ii) that he was
17 discharged for violating a work rule of United; and (iii) that
18 similarly situated non-minority employees who violated the
19 same rule were treated differently than he was. Brown v.
20 A.J. Gerrard Mfg. Co., 643 F.2d 273, 276 (5th Cir.1981).

21 28) In this case Elements (i) and (ii) is uncontested.
22 plaintiff reasonably believes that based on circumstantial
23 evidence has proven condition (iii) previously in this motion id
24 at paragraph 15,17,23,and 24. Also see, Mr. Larry Kimball's
25 statement in plaintiff's declaration.

26 29) Therefore, Defendant Continental has engaged in other
27 discriminatory practices. As a direct, foreseeable, and
28 proximate result of Defendant's discriminatory acts, Plaintiff
29 has suffered and continues to suffer the humiliation,
30 embarrassment, negative publicity, mental and emotional distress

1 administrated upon him including name callings. Plaintiff's
2 Affidavit. Id at answer to interrogatories No 18.

3 United asserts McAlester failed to prove intentional race
4 discrimination because he did not show specific racial
5 animus on the part of his supervisors. This is not
6 McAlester's burden. While McAlester must produce
7 evidence of discriminatory intent or motive to establish a
8 prima facie case, it can be inferred from the mere fact of
differences in treatment. Teamsters, 431 U.S. at 335 n.
15, 97 S.Ct. at 1854 n. 15 (1977); Clark v. Atchison,
Topeka and Santa Fe Ry. Co., 731 F.2d 698, 702 (10th
Cir.1984). McAlester need not show his supervisors were
personally prejudiced against him.

9 30) On the other hand, Ashtiani is able to prove beyond
10 circumstantial evidence that racial animus was existing and
11 stated by the director of maintenance Mr. Hammer. EXHIBIT N.
12 also see, Answer to Interrogatories No 18.

13
14 Thus, it must be shown between the employer's proven
15 bias and its adverse action. For example, evidence that
16 the biased remarks were made by the individual
17 responsible for the adverse employment decision or
18 by one who was involved in the decision, along with
19 evidence that the remarks were related to the
20 decisionmaking process, would be sufficient to establish
21 this link. See also Randle v. LaSalle Telecommunications,
Inc., 876 F.2d 563, 569, 50 EPD Par. 39,074 (7th Cir.
1989)

22 E. INTENTIONAL DISCRIMINATION ,INTENTIONAL RETALIATION POST 9/11

23 FOURTH CAUSE OF ACTION.

24 31) Plaintiff moves to secure discrimination occurred based
25 on solid concrete evidence provided from the Continental legal
department in Houston, Texas., Covering-up discrimination with
no regards for the rights of minorities in Guam despite the

1 joint statement from the EEOC AND DEPARTMENT OF JUSTICE post
2 9/11.

3
4 32) June 14, 2002 letter from EEOC investigator to
5 Continental Airlines, requesting statistical data. EXHIBIT O.
6 Defendants' production of document 001032.

7
8 33) June 18, 2002 Intentional delay to accomplish July 3,
9 as pivoting of response to EEOC. EXHIBIT P. Defendants'
10 production of document 001034. (Noted that Jul 03, 2001 was the
11 date of plaintiff's termination letter).

12
13 34) July 10, 2002 defendants concealed crucial information,
14 and statistical data in reference to number of terminated
15 employees, all minorities, by shifting months, and not
16 responsive to EEOC requests of specific months in question.
17 EXHIBIT Q. Defendants production of documents 001037.

18
19 35) Defendants alters the initial request of EEOC for June
20 1999 and submits modification made to 6 months ahead to January
21 1, 2000. (Skipping 6 months).

22
23 36) Defendant withheld information in reference to
24 statistical data to conceal the identity of Mr. Ali Mahdi which
25 was released in December 1999. (Shortly after e-mail in

1 plaintiff's affidavit) African-American, 44 years old, male.
2 Also in the same respond to EEOC, defendant had already
3 terminated Mr. Bruce Lee on or about June 6, 2001. Chinese
4 National, also a minority in Plaintiff's Department, defendant
5 does a touch and go with his name and never mentioned that he
6 was also terminated.

7
8 37) Defendant On the same Exhibit Q, alters the ending
9 period of statistics from June 2001 of EEOC request , to fit
10 their own to July 3, 2001, which its original motive of change
11 of this date was generated on the letter dated June 18, 2002.
12 previous EXHIBIT P, More importantly, this had played an optical
13 illusion to distract investigator's recollection in reference to
14 (July 03). U.S. Federal Investigator had requested statistics
15 between June 1999 to ending June 2001, no mention any where in
16 his initial request of ending period July 03, 2001.

17
18 38) Defendant's bold legal strategy was a big risk between no
19 cause finding and now intentional discrimination and intentional
20 retaliation post 9/11. The defendants' actions were generated to
21 covering up statistical data, conspiracy of federal statute.

22
23 39) If in fact, correct information was presented, pattern of
24 practice had been established which is what the investigator was
25 looking for. See, plaintiffs' affidavit. Paragraph 6 ,7,and 10.

1 **F. Intentional Infliction of Emotional Distress**

2
3 **FIRST CAUSE OF ACTION**

4 40) Plaintiff after wrongfull termination and intentioanl
5 discrimination had suffered loss of motivation, loss of self
6 esteem, loss of energy, injury to professional standing, loss of
7 enjoyment of life, anexity, stress, depression, marital strain,
8 humilation, emotional distress, nervous break down, injury to
9 credit standing.

10 41) Ashtiani had complaint to Dr. Chenet on October 03,
11 2001. and it was brifly noted by Dr. Chenet "37 year old male is
12 in for decrease energy, elev fatigue, chronic fatigue syndrom,
13 depression over loss of job at Contininatal as aircraft
14 mechanic. **EXHIBIT R.**

15
16
17 42) Plaintiff based on direct and circumstantial evidence
18 reasonably believes that he has proven that wrongful termination
19 has occurred and that plaintiff moves the court for intentional
20 infliction of emotional distress as liability against the
21 defendant.

22 Emotional distress are available in a wrongful discharge
23 action under the public policy.

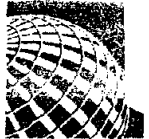
24 Plaintiff's psychiatrist testified that the plaintiff was
25 suffering from anxiety, stress, and depression. The court
 found that this was an adequate basis for the award.
 Rowlett v. Anheuser-Busch, 832 F.2d 194, 44 EPD Par.
 37,428 (1st Cir. 1987).

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44) For all of the reasons set forth above, the plaintiff respectfully asks of Honorable Chief Judge John S. Unpingco of United States District Court of Guam and prays even more that Partial Summary Judgment will be Granted.

[Handwritten signature]

Pro Se, Litigant



(21)

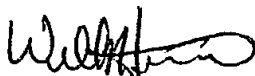
To: Hamid (Tony) Ashtiani
From: William A. Herrera
Subject: Disciplinary Action
Date: July 3, 2001

At the end of our discussion on June 26, 2001 with Prudencio Aguilo and IBT Representative, Mike Pablo present, you were advised that you would be contacted for a meeting on Monday. I had also advised you to contact me by Tuesday, 1600 if you had not heard from me. The meeting was scheduled to discuss your no-call/no-show of your shifts of June 23 and 24, 2001.

After numerous attempts, starting with my e-mail sent on June 27 to the address you had provided and also voice messages left on the answering machine associated with telephone number 653-5575, we have been unable to set a formal meeting date. Because of the faxed received at 1701 on July 3, 2001 it is apparent that you don't want to meet to complete this investigation. With the information that I have available and based on no reasonable explanation for not securing authorization for your absences on June 23 and 24, 2001 I have made the decision to terminate your employment with Continental Micronesia effective July 3, 2001.

Because your refusal to meet and discuss this situation any further, it is with regret that I am reduced to sending this certified letter concerning your status with Continental Micronesia. Your final paycheck is available and may be retrieved from the Human Resources department by contacting Robbi Crisostomo, 642-8727 or Teresa Sage, 642-8852.

Should you elect to appeal this termination, you may do so in accordance with Article 24 of the current bargaining agreement between Continental Micronesia, Inc. and The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.


William A. Herrera

Cc: Baltazar Atalig
Employee Relations
Union Representative
P-file

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(21)

DECLARATION

DECLARATION OF JOE . PANGELINAN.

I, Joe Pangelinan declare as follows:

My name is Joe Pangelinan, at my own will I testify that Tony Ashtiani did call on June 23, 2001 at approx. 1250 p.m. that Tony informed me he will not be in due to illness of his son and he would not be in on June 23 and 24 , 2001.

If you have any questions please contact me at Cell 687-2303. Hm. 789-1946.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at AGANA, Guam. on this 17 day of November 2003.

JOSEPH M. PANGELINAN

Printed Name

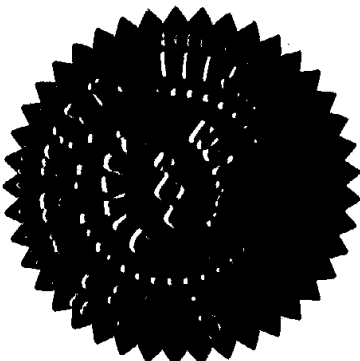
[Signature]

Signature

CERTIFIED COPY

GUAM, U. S. A.,

On this 18th day of November, 2003, I certify that the preceding or attached documents and the duplicate retained by me as a notarial record, are true, exact, copies of "DECLARATION OF JOE PANGELINAN", presented to me by the document's custodian TONY H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.



Benjamin S. Galarpe

BENJAMIN S. GALARPE
NOTARY PUBLIC
In and for Guam, U.S.A
My Commission Expires: August 9, 2004
P. O. Box 821, Hagatna, Guam 96932

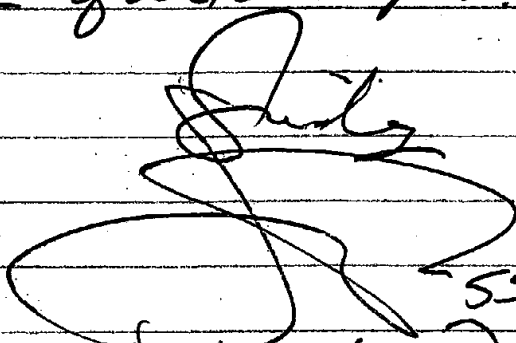
TO E.E.O.C. Director:

BSPT'02

Dear Mr. Piersa,

My name is Joe Pangelinan. At my own will & testifies that Tony Astorini did call on June 23, 2001 at approx 1250 pm. That Tony informed me he will not be in due to illness, of his son and he would not be in on Jun 23 & 24th 2001. → If you have any questions pl. contact me at 687-2303

Hu# 789-1946


555917417
JOSEPH M. PANGELINAN

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DECLARATION

DECLARATION OF JOE . PANGELINAN.

I, Joe Pangelinan declare as follows:

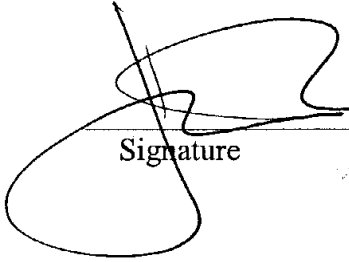
In addition to previous declaration, I had informed Mr. Mendoza that duty supervisor on duty that Tony Ashtiani would not be in on Jun 23 & 24 2001 at approx 1300, shift starts at 1330.

In reference to Mr. Sherman Thompson's statement everyone in the dept knew Tony Ashtiani was of Iranian descent on several occasion Mr. Sherman Thompson would talk Politics about Iran with Tony Ashtiani. Sherman Thompson on different occasions would refer to Tony Ashtiani as his "Persian Brother" or "Iranian Brother." Sherman Thompson is misleading the investigator on Tony Ashtiani knowledge of his nationality.

My personal view on the situation is Mr. Tony Ashtiani is a very respectable and knowledgeable individual in our dept. Please consider his case.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at AGANA, Guam. on this 17 day of November 2003.

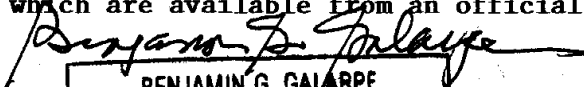
JOSEPH M. PANGELINAN
Printed Name


Signature

CERTIFIED COPY

GUAM, U. S. A.,

On this 18th day of November, 2003, I certify that the preceding or attached documents and the duplicate retained by me as a notarial record, are true, exact, copies of "DECLARATION OF JOE PANGELINAN", presented to me by the document's custodian TONY H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.


BENJAMIN G. GALARPE
NOTARY PUBLIC
In and for Guam, U.S.A
My Commission Expires: August 9, 2005
P. O. Box 821, Hagatna, Guam 96932

14 SEPT 02

TO E.E.O.C. Director:

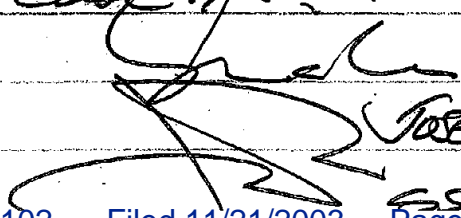
Dear Mr. Pina,

In addition to previous letter I had informed Mr. Mendoza that Arty Supr on duty that Tony Ashtian would not be in on June 23 & 24 2001 at approx 1300, Shift Starts at 1330.

In reference to Mr. Shuman Thompson's statement everyone in the dept knew Tony Ashtian was of Iranian Descent. On several occasions Mr. Shuman Thompson would talk politics about Iran with Tony Ashtian. Shuman Thompson on different occasions would refer to Tony Ashtian as his "Persian Brother" or "Iranian Brother". Shuman Thompson is misleading the investigator on Tony Ashtian knowledge of his nationality.

My personal view on the situation is Mr. Tony Ashtian is a very respectable & knowledgeable individual in our dept. Please reconsider his case.

476


Joseph A. Thompson
ESSA/PHIA

Herrera, William A

From: Mendoza, Glenn R
Sent: Saturday, June 23, 2001 16:38
To: Babauta, Benjamin C; Herrera, William A
Cc: Atalig, Baltazar

TO DAYS/SWINGS 23JUN01

201- NLG DIP CW BY DAYS. AC TO DO 973. NO PLA.

227- GOOD TA AC. PUT LITE BULBS 4551 FOR MNL MX. IT'S IN THE COCKPIT. NO PLA.

228- SCK WIP, NO PLA. ONE DIP FOR NO1 ENG NO8 BLADE SLOT CONVEX TE SIDE. WITHIN LIMITS, NEED TO DO INSP PER ECRA 7221-0164. SPN PLA NO1 ENG HIGH STAGE BLEED, SWINGS WIP.

232- GOOD DISP, CHECKING ON AOG FOR INFO FOR SHIPPING ON PANEL 29-5221-3-0024 DUE IN 03JUL PER AOG ROBERT..

235- COMING IN AT 2255. WILL TRY AND MEET TO PUT OIL. NO PLA.

236- GOOD DISP.

GOOD TA AC. NO PLA.

246- SCK WIP, NO PLA.

249- SWAPPED WITH 250, SENT SCK-3 PAPERWORK AND PARTS TO SPN TO CW.

250- SWINGS WIP FOR CONDUIT DIP, SCK WIP. ETR 0200 24JUN.

063- CAME IN WITH COFFEE AND OVEN INOP CW, DID NOT WORK CARGO DUE RAMP LOADING.

083- SCK WIP, WORKING PLA AT THIS TIME. FAULT ISO PANEL, A/C DOOR OIL, FWD CARGO LOADING SYS INOP.

PLS SEE IDI FOR EA FOR OXY GEN INSP.

BILL, TONY DID NOT SHOW UP FOR ANY OF HIS DAYS, HE DID TALK TO JOE P. ABOUT SOME MEETING YOU AND HIM ARE TO ATTEND ON MONDAY. SEE NOTE IN YOUR MAILBOX. ALSO RYAN G. HAS BEEN SICK THIS WHOLE WEEK. HE CALLED ME ON FRIDAY AND SAID HE WAS GOING TO SEE A DOCTOR THAT DAY, I TOLD HIM TO MAKE SURE HE HAD A DOC. NOTE. I DID OFFER FMLA BUT HE DECLINED.

PER MARTY EA FOR OXY GEN INSP MY BE DONE IF YOU FEEL YOU HAVE THE TIME AND MANPWR. IF NOT HE CAN HAVE IT DONE AT BCK, NO BIG RUSH ON THIS. PER MARTY.

ZAR, I WOULD LIKE TO TAKE ONE WEEK VAC STARTING 12-15JUL, THIS IS THE WEEK I MOVED IN MAY DUE TO BILL WAS ALSO ON VAC.

000931

Herrera, William A

From: Mendoza, Glenn R
Sent: Saturday, June 23, 2001 16:38
To: Babauta, Benjamin C; Herrera, William A
Cc: Atalig, Baltazar

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WMA-01/24/02

May 29, 02

During the month of December on or about 11th I Ronald Roberts went to MR. Jim Hammer's office. to talk to him about man power. Because of the recent layoff of Aircraft mechanics. when I asked Mr. Hammer about bringing back MR. Wong (ED). Because we were told, By Mr John Carballido who took a year leave of absence. John was told by Mr Hammer He was recalling ED Wong. But this was only to keep John Happy until he left. Mr Hammer Had no intentions of Bring anyone back, in fact Mr. Hammer Had told ~~us~~^{me} we were still 6 people over. manpower. So I asked Mr Hammer about Tony Costiani who I feel was wrongfully Released from the Company. Because of two Supervisor's not communicating with each other. I was told by one Supervisor Bill Herrera "if Glenn would of told me Tony Called in all this would not be happening."

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DECLARATION

DECLARATION OF MARK E. WILLIAMS

I, Mark E. Williams, declare as follows:

(u) ^{JULY}
On ~~June~~ 2, 2001 at approximately 10:30 a.m., Guam time, I contacted Ms. Teresa Sage of the Continental Airlines Human Resources Office by phone and advised her of this office's representation of Mr. Tony Ashtiani, and requested information regarding the subject matter of the pending hearing or conference between the Management of Continental Airlines and Mr. Ashtiani involving Mr. Ashtiani's disciplinary action, and his related appeal/grievance of such action. I further requested information necessary for the preparation of Mr. Ashtiani and this office for such conference or hearing. However, Ms. Sage refused to provide any such requested information or to acknowledge this office's representation of Mr. Ashtiani. Instead, Ms. Sage directed me to contact Continental's legal office in Houston, which we were unable to do by phone as the office in Houston was apparently closed at that hour.

I declare that I have firsthand knowledge of the foregoing facts, that I have read the foregoing statement and that the information contained herein is true and correct to the best of my knowledge and belief, and that if called as a witness, I could testify competently thereto. I further hereby declare that this declaration is executed under penalty of perjury at Hagatfa, Guam on

5/20/02

MARK E. WILLIAMS
Printed Name

[Signature] (Date)
Signature

313.

July 01, 2001

TONY ASHTIANI

**P.O. BOX 12723
TAMUNING, GUAM 96931
CELL: 671- 688-4844
CELL: 671- 687-8182
TEL : 671- 653-8008
FAX : 671- 653-5575
(e-mail) ashtiani@ite.net**

**TO : Ms .TERESA SAGE
HUMAN RESOURCES DEPT.
LABOR RELATIONS**

RE: MEETING

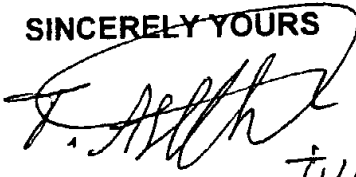
**PLEASE BE ADVISE AS PER THE AGREEMENT BETWEEN CMI AND IBT ,
ARTICLE 24 ITEM F. LETTER VIA CERTIFIED MAIL WHICH WOULD INCLUDE THE
FOLLOWING INFORMATION.**

- 1) THE CONTENTS OF THE MEETING?**
- 2) THE NUMBERS OF PERSONS WHICH WILL ATTEND (CMI)?**
- 3) WHO WILL BE ATTENDING THIS MEETING (PROVIDE LIST OF NAMES)?**
- 4) WHICH ARTICLES WILL BE DISCUSSED?**
- 5) WHICH STEPS OF ARTICLE 24 WILL BE DISCUSSED?**

**SINCE THIS MEETING HAS DIRECT EFFECT ON ME I AM ENTITLED TO
SUCH BASIC ANSWERS ALSO PROPER AND ADEQUATE TIME TO PREPARE.**

YOUR COOPERATION IN THIS MATTER IS KINDLY APPRECIATED .

SINCERELY YOURS



*Jul/02/01
11:05 AM*

RECEIVED
7/2/01
11:12 AM

000928

Sage, Teresa

From: Sage, Teresa
Sent: Monday, July 02, 2001 4:11 PM
To: 'ashtiani@ite.net'
Subject: Meeting

Importance: High

Tony,

I have received your letter. As a matter of fact, Bill Herrera has been trying to reach you to confirm the meeting that was scheduled for 1600 today. I understand he e-mailed you last week when he set it up. With regard to the information you refer to in your letter, I'm afraid you have misunderstood the contract. We welcome the chance to clarify during the meeting with you.

You need to contact Bill or one of the Tech Ops supervisors or Zar as soon as possible.

Regards,

Teresa Sage

tsage@csair.com

Employee Relations

(671) 642-8852 - Office

(671) 649-5006 - Fax (private)

(671) 720-8202 - Pager

Co mail: GUMHR

INTER-DEPARTMENTAL MEMORANDUM
June 28, 2001

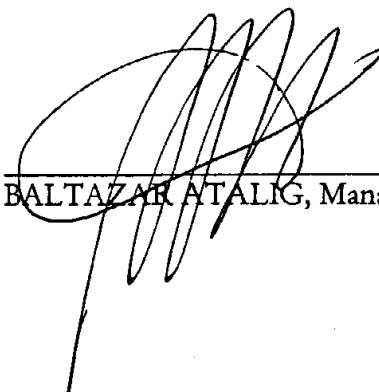
TO: Beatriz A. Camacho,
Payroll Department

FROM: Adrienne B. Cruz

SUBJECT: Final Paycheck - Tony Ashtiani

Enclosed is the Hours Summary, and Punch Detail Report for the aforementioned subject. Should you have any inquiries or require additional information, please do not hesitate to contact me.

Please be advised that this memorandum is countersigned and approved by our Manager.



BALTAZAR ATALIG, Manager - Aircraft Maintenance

From the desk of:
Adrienne B. Cruz
Administrative Specialist
Phone: [671] 642-8904
Fax: [671] 649-5248
E-mail: acruz@csair.com
Boardmail: GUMMX

000225

(i) by a person who, prior to the entry of the judgment or order described in subparagraph (A), had-

(I) actual notice of the proposed judgment or order sufficient to apprise such person that such judgment or order might adversely affect the interests and legal rights of such person and that an opportunity was available to present objections to such judgment or order by a future date certain; and

(II) a reasonable opportunity to present objections to such judgment or order; or

(ii) by a person whose interests were adequately represented by another person who had previously challenged the judgment or order on the same legal grounds and with a similar factual situation, unless there has been an intervening change in law or fact.

(2) Nothing in this subsection shall be construed to-

(A) alter the standards for intervention under rule 24 of the Federal Rules of Civil Procedure or apply to the rights of parties who have successfully intervened pursuant to such rule in the proceeding in which the parties intervened;

(B) apply to the rights of parties to the action in which a litigated or consent judgment or order was entered, or of members of a class represented or sought to be represented in such action, or of members of a group on whose behalf relief was sought in such action by the Federal Government;

(C) prevent challenges to a litigated or consent judgment or order on the ground that such judgment or order was obtained through collusion or fraud, or is transparently invalid or was entered by a court lacking subject matter jurisdiction; or

(D) authorize or permit the denial to any person of the due process of law required by the Constitution.

(3) Any action not precluded under this subsection that challenges an employment consent judgment or order described in paragraph (1) shall be brought in the court, and if possible before the judge, that entered such judgment or order. Nothing in this subsection shall preclude a transfer of such action pursuant to section 1404 of title 28, United States Code.

OTHER UNLAWFUL EMPLOYMENT PRACTICES

SEC. 2000e-3. [Section 704]

(a) It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any

Employee Number: 05963

ABSENCE FROM DUTY REPORT

Date Prepared: 10/30/01

INSTRUCTIONS

1. SICK LEAVE: Immediately upon return to work or at the end of each pay period whichever first occurs.
2. OCCUPATIONAL INJURY LEAVE: Immediately when injury necessitates absence from duty.
3. VACATION: Prior to the start of the vacation period; OR when a paycheck is desired before the start of the vacation period, this form must be received in Payroll FOURTEEN (14) CALENDAR days prior to the date the check is desired.
4. OTHER: Immediately upon return to work or at the end of each pay period whichever first occurs.

Distribution: White copy - Payroll • Yellow copy - Division Head File • Pink copy - Supervisor File • Gold copy - Employee

(Attach Doctor's Certificate When Requesting)

SICK LEAVE

I, _____, employed at _____ and _____
PRINT NAME WORK LOCATION COST CENTER

Employee Number _____, hereby certify that I was absent due to sickness for the period of the time indicated below and that I was unable during such period to perform my regularly assigned duties.

DATE OF ABSENCE _____ TOTAL HOURS 000254

BRIEF DESCRIPTION, NATURE OF ABSENCE _____

Signature of Employee _____ ACKNOWLEDGED _____
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

(Attach Doctor's Certificate When Requesting)

OCCUPATIONAL INJURY LEAVE

I, _____, employed at _____ and _____
PRINT NAME WORK LOCATION COST CENTER

Employee Number _____, hereby certify that I was absent due to sickness for the period of the time indicated below and that I was unable during such period to perform my regularly assigned duties.

DATE OF ABSENCE _____ TOTAL HOURS _____

Signature of Employee _____ ACKNOWLEDGED _____
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

VACATION

I, _____, employed at _____ and _____
PRINT NAME WORK LOCATION COST CENTER

Employee Number _____, hereby certify that I will be on vacation in accordance with my approved vacation schedule for the period of time indicated below.

VACATION (HOURS) _____

DEFERRED HOLIDAYS (HOURS) _____

DATES OF VACATION (FROM) _____ (TO) _____ TOTAL HOURS _____

MY PAYCHECK TO BE ISSUED ON _____ is herewith requested for _____
(DATE) (DATE)Signature of Employee _____ ACKNOWLEDGED _____
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

(Personal Business, Authorized Leave, Jury Service, etc.)

OTHER

I, Tony Astiani, employed at GUMAY and _____
PRINT NAME WORK LOCATION COST CENTEREmployee Number 05963, hereby certify that I will be on vacation in accordance with my approved vacation schedule for the period of time indicated below.DATE OF ABSENCE JUN 23-24, 2001 TOTAL HOURS 20REASON FOR ABSENCE NO SHOW

If because of death in the immediate family, what relation to the employee? _____

Signature of Employee FOR Employee ACKNOWLEDGED [Signature] 10/30/01
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

Distribution: White copy - Payroll • Yellow copy - Division Head File • Pink copy - Supervisor File • Gold copy - Employee

FORM: 40.0061CM
DATE: 04-01-01
M&E: 00-0703-3-1309

TECHNICAL SERVICES DIVISION

SHIFT LOG

SUPERVISOR SIGNATURE: *[Signature]* DATE: 4/24/02 SHIFT: Swing STATION: Guam

PERSONNEL ABSENCES

EMPLOYEE	TIME CALLED	TAKEN BY	REASON
Tony R.	1228	Rogers	SICK

ACFT TIME SHIFT NOTES

~~HEADS~~ up ~~GRAVITY~~ - RDR STRETCHER INSTR T-954/03
SEAT 5-7 DGR plus 5 small MOD 02

~~INFO~~ BLUNGER FTR T-900 N-236 (DPS) FAK-3

~~INFO~~ RDR ✓ MRL BULK ONBOARD AIRCRAFT FOR POSSIBLE
ATA CHAPTER - 32, 33, 34 + 38 MISSING
INSPECTED A/C AS FOLLOWS-

N-240 - OK	N-246 - OK	N-227 - OK
N-236 - OK	N-228 - OK	N-235 - OK
N-201 - OK	N-249 - OK	
N-250 - OPEN		
N-232 - OPEN		

~~INFO~~ 204 CDL NON-ROUTINE ON N-250 AS FOLLOWS
① RH SIDE KNUSSOR FLAP 3+4 SEALS TORN
② LH SIDE FLAP SEALS 1+2 TORN KNUSSOR

058 9 SV-DONE P/R = ~~+~~ ~~+~~ PLA = ~~+~~
MKS/JOS OK OIL = ~~+~~ FUP = ~~+~~ BOR = ~~+~~
N/R = ~~+~~ LAV STRANDS = DONE

249 18 SV-DONE P/R = ~~+~~ OPEN PLA = ~~+~~
GMC/JVC OIL = ~~+~~ FUP = ~~+~~ BOR = ~~+~~
Tony D. HF MOD = ~~+~~ N/R = ~~+~~
LAV STRANDS = REMOVED

FORM: 40.0061CM
DATE: 04-01-01
M&E: 00-0703-3-1309

TECHNICAL SERVICES DIVISION

SHIFT LOG

SUPERVISOR SIGNATURE: *P. G. G. G.* DATE: 4/14/02 SHIFT: GRAVES STATION: Guam

PERSONNEL ABSENCES

EMPLOYEE	TIME CALLED	TAKEN BY	REASON
J. Martinez	0513	V. Sackof	Sick - flu

ACFT	TIME	SHIFT NOTES
236		20 SV - C/W MX ROW - open NAV DB - C/W NonRoutines = 2
	JOB BOX	(1) #3 & #4 LE KRUGER FLAP SPN Wise Seals (2) #2 ENG COWLING VORTEX DEVICE
246		20 SV - C/W PLA - 1 PLA - VIDEO SYST INOP < Controller coming in on trip - 1 > NAV - DB - C/W Move to Gate 13 - * Swapped out w/ A/C 228
227		21 SV - C/W Pr - 0 PLA - 2 OI 1-1 OIL - Door Stoppers PLA - Kruger flap seals
249		15 SV 3 - PLA - 0 OIL - 0 PR - 0 Type chg - NAV DB - 2-dents INBD LWR TAIL EDGE FLAP - 1 TRNBKL - 11 NR
1N40		MUST offer out for 902/903 CNS @ 1800 Tr. Martinez Call in 902/903 CNS @ 1800

FORM: 40.0061CM
DATE: 04-01-01
M&E: 00-0703-3-1309

TECHNICAL SERVICES DIVISION

SHIFT LOG

SUPERVISOR SIGNATURE: *[Signature]*

DATE: 4-28-02 SHIFT: GRAVEYARD STATION: GUM

PERSONNEL ABSENCES

EMPLOYEE	TIME CALLED	TAKEN BY	REASON
MAJOR	7:35	FABIAN	SICK

ACFT TIME

SHIFT NOTES

236 0110-TERM G-21 SC-OPEN PR-Ø PLA-Ø OIL-Ø

* APU AUTO SHUTDOWN: STARTER GEN FILTER CLOGGED-OPEN
* STAB TRIM MOTOR R+R-OPEN
* ENG OIL SERVICE- C/W

246 0100-TERM G-20 SC-C/W PR-Ø PLA-Ø OIL-Ø

* DIP-#2 ENG EEC FAULT, NEED TO CHANGE VBV-OPEN
* FUP-DROP DEAD: RIGHT PRIMARY HEAT EXCHANGER- C/W

240 0440-TERM G-13 SC-OPEN PR-Ø PLA-Ø OIL-Ø

MAY 29, 2002

TO WHOM IT MAY CONCERN:

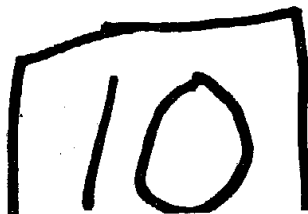
I, VINCE DIAZ, MAKE THE FOLLOWING STATEMENT
THAT,

1. EMPLOYEES, OTHER THAN SUPERVISORS, IN THE MX DEPT. TOOK SICK CALL MESSAGES FROM OTHER EMPLOYEES ...
2. THESE MESSAGES WERE EITHER NOTED IN THE SHIFT TURNOVER LOG, ON THE MESSAGE BOARD OR PASSED ON VERBALLY TO THE SUPERVISOR ON DUTY...
3. THIS PRACTICE IS NO LONGER USED AT WORK.
4. 2 EMPLOYEES WERE HIRED AS A & P'S AFTER H. ASHTIAN'S TERMINATION, DENNIS FLORES & RICK CRUZ...



VINCE DIAZ

734-1383



②
Mrs Hammer told me that after the
recent event of 9-11. That Tony Astiani
would never work around these aircraft
again if he could do anything about it.
Because he could not trust people like
Mr. Astiani." End of statement.

Ronald E Robert
671-6538408

478



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Honolulu Local Office

300 Ala Moana Boulevard, Room 7-127
Honolulu, HI 96850-0051
(808) 541-3120
TTY (808) 541-3131
FAX (808) 541-3390

June 14, 2002

Via US Mail and Fax

Continental Airlines, Inc.
Legal Department
ATTN: Louid Obdyke, Esq.
P.O. Box 4607
Mail Code HQSLG
Houston, Texas 77210

RE: Tony Ashtiani v. Continental Micronesia, Inc.
EEOC Charge No.378-A2-000115

Dear Obdyke,

In order to continue with the investigation, our office will need the following information.

- 1) Provide a list of all Respondent's aircraft mechanics who were no call/no show for two consecutive days between June 1999 to June 2001. Identify by
 - a. name
 - b. ethnic identity
 - c. date of hire
 - d. date(s) of no call/no show
 - e. date of discharge
- 2) Provide all relevant documentation for each employee's discharge. If the employee was not discharged, explain why.

Provide the requested information by June 21, 2002. If you have any questions, contact me at 808-541-3721. Thank you.

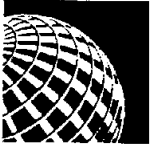
Sincerely,

Raymond J. Griffin Jr.

Investigator

001032

**Continental
Airlines**



Continental Airlines, Inc.
41st Floor HQSLG
1600 Smith Street
Houston TX 77002

Tel 713 324 5000
Fax 713 324 5161

June 18, 2002

VIA FACSIMILE: 808-541-3390

Mr. Raymond J. Griffin, Jr.
The Equal Employment Opportunity Commission
Honolulu Local Office
300 Ala Moana Blvd., Room 7-127
Honolulu, HI 96850

Re: Tony H. Ashtiani, Charging Party
Continental Micronesia, Inc., Respondent
Charge No. 378A200115

Dear Mr. Griffin:

I am in receipt of your request for additional information dated June 14, 2002. I am unable to respond by June 21 due to the fact that the company's director of human resources is out of the office until June 24, and then I will be "on the road" until July 1, 2002. We will gather appropriate comparative information and will forward it on July 3, 2002.

Again, I look forward to working with you in order to assist in a closing this charge with a finding of no cause for discrimination.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis K. Oddyke".

Louis K. Oddyke
Senior Attorney
(713) 324-2218



Continental Airlines, Inc.
41st Floor HQSLG
1600 Smith Street
Houston TX 77002

Tel 713 324 5000
Fax 713 324 5161

July 10, 2002

VIA FACSIMILE: 808-541-3390

Mr. Raymond J. Griffin, Jr.
The Equal Employment Opportunity Commission
Honolulu Local Office
300 Ala Moana Blvd., Room 7-127
Honolulu, HI 96850

Re: Tony H. Ashtiani, Charging Party
Continental Micronesia, Inc., Respondent
Charge No. 378A200115

Dear Mr. Griffin:

In response to your June 14 request for supplemental information, CMI advises that two maintenance employees other than Mr. Ashtiani were disciplined during the time period of January 1, 2000 to the date of Mr. Ashtiani's discharge, July 3, 2001, both occurred prior to Mr. Ashtiani's discharge. Other divisions within the company have additional disciplinary actions for No Call/No Show, but checks were made only within the maintenance (Tech Ops) department as that is where Mr. Ashtiani worked.

Mr. Bruce Lee, Chinese/American, was deemed a No Call/No Show in May 2000, but upon investigation and the employee's explanation (death in the family and qualified FMLA leave), Mr. Lee's disciplinary action was retracted. A second No Call/No Show involved a mechanic assigned to fly check flights for maintenance checks, Mr. Edwin Antonio, Asian-Filipino/American. Mr. Antonio failed to show-up for a scheduled check flight and failed to call in - he was issued a written warning based on no prior disciplinary action in his file, unlike Mr. Ashtiani's extensive disciplinary history. The Guam maintenance supervisors are checking for other possible No Call/No Show disciplinary actions, but since the company does not keep a "running log" for discipline, they must look at each individual personnel file - including all those discharged during the time period (files now in storage).

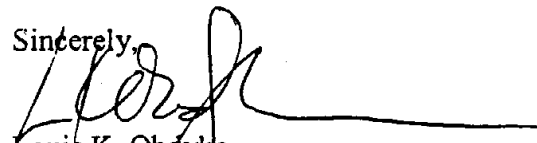
001037

IMANAGE 45258v1

Ashtiani EEOC Response
July 10, 2002
Page 2

CMI hopes this information supports its decision to terminate Mr. Ashtiani for reasons other than his national origin, or any other discriminatory reason, and that you will be able to find no cause for discrimination.

Sincerely,



Louis K. Odayke
Senior Attorney
(713) 324-2218

0469

DATE	HOUR	CHECK-IN
Date	OCT 03 2001	
	10:15 AM	
	11:00 AM	
T-F	91 09 84-20	
Weight	185 #	
Recorder	AL	
Allergy	NKA	

5-31 y.o male w/ lve
 for decrease energy
 ↓ almost to work
 consult
 given the Pm
 4 months after
 he was dismissed of
 work. NO lve
 of spinal Dysfun
 in sleep Disturb
 - Chron Fatigue + Depress
 he down his work been stop
 0! BP 110/80 RPR mms 75-76

HEAR clear, no wheezing

Chest - clear

Ext - S. I.

Reflexes normal to
 no tachycardia

Normal growth on

Ⓢ Chronic Fatigue Syndrome - ? P.O. + mild
 Depression even less of
 job he held as aircraft
 mechanic or maintenance for 17 yrs, DOE
 R. Low work
 TAST 2.70 (AD)
 + full of

Guam Adult-Pediatric Clinic

612 N. Marine Drive, Suite #8, Dededo, Guam 96929
 Phone: 671-633-GAPC (4272)

Patient's Progress Record

NAME: Ahtiani, Tony

D.O.B. 10/6/63

INSURANCE: Multicare

CHART #: 48767

572